



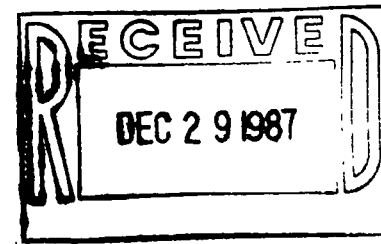
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ELDREDGE AND CHUBRICH

LAWYERS

17 DANIEL STREET - P. O. BOX 1591  
PORTSMOUTH, NEW HAMPSHIRE 03801



Telephone  
603-431-5231

Michael E. Chubrich  
Charles M. Eldredge

December 22, 1987

Mr. Paul Marchessault  
U.S. Environmental Protection Agency  
P.O. Box 3409  
Reston, VA 22091

Superfund Records Center  
SITE: Coakley  
BREAK: 11.9  
OTHER: 559397

RE. Coakley Landfill, North Hampton, New Hampshire  
F.A. Gray's Answers to Request for Information

Dear Mr. Marchessault:

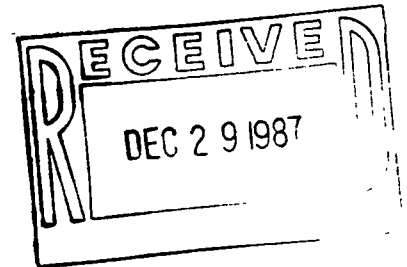
Enclosed is a copy of the December 17th letter from the Blake Insurance Company, supplementing Answer #12 to the October 26, 1987 Request for Information. The response from the Sise Insurance Company and the Gardner Insurance Company involve looking through closed files, and I do not anticipate that they will provide a response prior to February, 1988. As soon as this information becomes available I will forward it to you.

Truly yours,

Michael E. Chubrich

MEC:eeb  
Enc.

December 17, 1987



Attorney Michael Chubrich  
c/o Eldredge and Chubrich  
17 Daniel Street  
P. O. Box 1591  
Portsmouth, NH 03801

RE: F.A. Gray, Inc.

Dear Mike:

This letter is in response to your letter of December 14, 1987 regarding liability coverage from 1985 to 1987. In order to comply with the request from the E.P.A. to Item #12, I offer the following:

Item #1 - In 1985, effective August 15, 1985 to August 15, 1986, primary comprehensive general liability insurance was written through the Aetna Casualty and Surety Co. under policy #77C0074361CCA. This coverage was provided by their Portland, Maine branch office. The limit of coverage provided was \$1,000,000 each occurrence with a \$2,000,000 annual aggregate on work completed. The policy was written under New Hampshire law which at that time provided both sudden and non-sudden accidental ~~cl~~ause for pollution.

Item #2 - Effective December 31, 1985 to December 31, 1986, we provided an Umbrella policy with a limit of \$1,000,000 (which was increased to \$2,000,000 effective January 17, 1986) with R.L.I. Insurance Company of Peoria, Illinois. This policy was written under policy #RUL835501. We were able to purchase this policy through Surplus Lines Managers, Inc., Main Street, Nashua, New Hampshire 03061. Referencing the pollution coverage, this policy contained the Absolute Pollution Exclusion Endorsement, therefore, there was no coverage for either sudden or non-sudden accidents.



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Item #3 - On renewal of the Aetna policy, August 15, 1986 to August 15, 1987, we renewed the primary comprehensive general liability through the Continental Insurance Co., written out of their Nashua, New Hampshire branch under policy #CBP53948. The limit of coverage available was \$1,000,000 each occurrence with a \$1,000,000 annual aggregate for work completed. This policy contained the standard exclusion for non-sudden claims. It then amended, under Endorsement Form #CBP6144A. The intent of this endorsement is to amend the coverage to exclude both sudden and non-sudden. I have attached a copy of this form for your review.

Item #4 - On December 31, 1986 when the R.L.I. Umbrella expired, we endorsed the Continental Policy #CBP53948 to include the Umbrella coverage with a limit of \$2,000,000. The expiration date was written to be concurrent with the primary comprehensive general liability policy expiring on August 15, 1987. This Umbrella policy contained the Absolute Pollution Exclusion Endorsement. Therefore, no coverage existed for either sudden or non-sudden accidents.

Item #5 - On renewal, August 15, 1987 to August 15, 1988, the above captioned Continental policy #CBP53948 was renewed via a renewal certificate under the same policy number. There was no change in coverage, limits, terms or conditions from previous year.

Mike, I sincerely hope this is what you are looking for. If you need any additional information, please advise. I have notified all insurance carriers of this inquiry.

Sincerely,

BLAKE INSURANCE AGENCY, INC.



Gary I. Gansburg, CIC  
Account Executive

GIg/giv



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### **POLLUTION EXCLUSION**

This endorsement forms part of Part VI of the above numbered policy and modifies such insurance as is afforded by the provisions of the policy relating to the following:

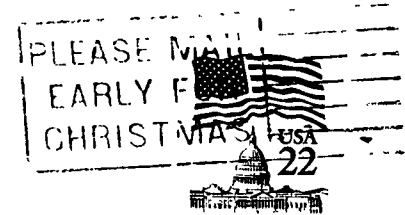
**Comprehensive General Liability Insurance  
Contractual Liability Insurance  
Owners and Contractors Protective Liability Insurance  
Storekeepers Insurance**

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

- (1) to **bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
  - (a) at or from premises owned, rented or occupied by the **named insured**;
  - (b) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or
  - (d) at or from any site or location on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** are performing operations:
    - (i) if the pollutants are brought on or to the site or location in connection with such operations;  
or
    - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.
- (2) to any loss, cost or expense arising out of any governmental directions or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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